

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Serial No. 10/601,466

Gary A. Watkins et al.

TELEMATICS UNIT LIFE-CYCLE MANAGEMENT  
USING VDU FUNCTIONALITY

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Examiner: Paul R. Fisher

Attorney Docket No. GP-303344

**APPEAL BRIEF**

Board of Patent Appeals and Interference  
U.S. Patent and Trademark Office  
P.O. Box 1450  
Alexandria, Virginia 22313-1450

Dear Sir:

This Appeal Brief is being filed in support of Appellants' appeal of the rejections made in the Final Office Action mailed November 6, 2009.

**(i) Real Party in Interest**

The real party in interest is the assignee of record, General Motors Company LLC, by virtue of a chain of title originating from the Appellants. The assignee is a Michigan company having its principal place of business at 300 Renaissance Center, Detroit, Michigan 48265-3000.

**(ii) Related Appeals and Interferences**

There are no other appeals and/or interferences known to the Appellants, their assignee, and/or legal representatives that will directly affect or be directly affected by or have a bearing on the Board's decision in this appeal.

**(iii) Status of Claims**

In the Final Office Action, claim 18 was rejected under 35 U.S.C. § 112, second paragraph and claims 1-20 were rejected under 35 U.S.C. § 103(a). The rejections of claims 1-20 are being appealed.

**(iv) Status of Amendments**

No amendment to the claims has been entered subsequent to the Final Office Action.

**(v) Summary of Claimed Subject Matter**

In accordance with 37 C.F.R. § 41.37(c)(1)(v), a concise explanation is provided below of subject matter defined in each of the independent claims involved in this appeal, with reference to the specification by page and line numbers and to the drawings by reference characters.

**Independent Claim 1 –**

Independent claim 1 is directed to a method for managing a vehicle telematics device subscription service cycle at a vehicle telematics device. The method includes associating a vehicle telematics device with a vehicle telematics subscription service (Figs. 2-3, Blocks 200 and 310; Page 9, Lines 14-16; and Page 12, Lines 4-6 and 13-16); maintaining subscription service data at the vehicle telematics device (Fig. 3, Block 320; Page 14, Lines 9-25); and deactivating the vehicle telematics device at the vehicle at the expiration of the subscription service based on the subscription service data, wherein the deactivating step comprises placing a communication from the vehicle telematics device and surrendering at least one identification number previously assigned to the vehicle telematics device (Figs. 2-3, Blocks 200, 212, and 330; Page 15, Lines 19-30).

**Independent Claim 10 –**

Independent claim 10 is directed to a computer readable medium storing a computer program. The computer readable medium includes computer readable code for associating a vehicle telematics device with a vehicle telematics device subscription service (Figs. 2-3, Blocks 200, 220, 251, 255, 256, and 310; Page 9, Lines 14-16; Page 10, Lines 12-25; and Page 12, Lines 4-6 and 13-16); computer readable code for maintaining subscription service data at the vehicle telematics device (Figs. 2-3, Blocks 200, 220, 253, 255, 256, and 320; Page 10, Lines 12-23; and Page 14, Lines 9-25); and computer readable code for deactivating the vehicle telematics device at the vehicle at the expiration of the subscription service based on the subscription service data, wherein the computer readable code carries out the deactivation by placing a communication from the vehicle telematics device and surrendering at least one identification number previously assigned to the vehicle telematics device. (Figs. 2-3, Blocks 200, 212, 220, 255, 256, and 330; Page 15, Lines 19-30).

Independent Claim 18 –

Independent claim 18 is directed to a system for managing a vehicle telematics device subscription service cycle at a vehicle telematics device. The system includes means for associating a vehicle telematics device with a vehicle telematics subscription service (Figs. 2-3, Blocks 200, 220, 251, 255, 256, and 310; Page 9, Lines 14-16; Page 10, Lines 12-25; and Page 12, Lines 4-6 and 13-16); means for maintaining subscription service data at the vehicle telematics device (Figs. 2-3, Blocks 200, 220, 253, 255, 256, and 320; Page 10, Lines 12-23; and Page 14, Lines 9-25); and means for deactivating the vehicle telematics device at the vehicle at the expiration of the subscription service based on the subscription service data, wherein the means for deactivating includes means for placing a communication from the vehicle telematics device and surrendering at least one identification number previously assigned to the vehicle telematics device (Figs. 2-3, Blocks 200, 212, 220, 255, 256, and 330; Page 15, Lines 19-30).

Although the Appellants have provided the summary of claimed subject matter with references to specific embodiments of the invention to comply with the requirements set forth in the relevant provisions of 37 C.F.R., this summary has been provided to aid the Board in evaluating the appeal and is not intended to limit the meaning or definition of any terms in the claims. Furthermore, it should be appreciated that the above-provided reference numerals and pages/line numbers are only for exemplary purposes, as other instances and/or embodiments of the claimed elements could appear elsewhere in the application.

**(vi) Grounds of Rejection to be Reviewed on Appeal**

The following grounds of rejection are to be reviewed on appeal:

1. Whether claim 18 is indefinite under 35 U.S.C. § 112, second paragraph for failing to particularly point out and distinctly claim the subject matter which Appellants regard as their invention.

2. Whether claims 1-19 are unpatentable under 35 U.S.C. § 103(a) over Vieweg et al. (U.S. Patent No. 6,611,194) in view of Messina et al. (U.S. Patent Application Publication No. 2002/0065037).

3. Whether claim 20 is unpatentable under 35 U.S.C. § 103(a) over Vieweg et al. in view of Messina et al., and in further view of Ikeda (U.S. Patent Application Publication No. 2002/0174360).

**(vii) Argument****1. Rejection of Claim 18**

Claim 18 stands rejected under 35 U.S.C. § 112, second paragraph. As Appellants understand it, this rejection arises under the sixth paragraph of § 112 on the basis that the specification fails to clearly link or associate the disclosed structure, material, or acts described in the specification to the claimed function. Appellants identified in their last response support for “means for associating” in the application on page 12, lines 1-10 and 14-16, Figs. 2-3, Blocks 200, 251, and 310, support for “means for maintaining” on page 10, lines 18-21, Fig. 2, Block 256, and support for “means for deactivating” on page 15, lines 23-28, Figs. 2-3, Blocks 200 and 330. As to these references to the specification, the Examiner states that “[t]he recited passages in the applicant’s specification fail to recite specific structure that is used to carry out the means functions.”<sup>1</sup>

Appellants’ disagree with the Examiner’s assertions. MPEP § 2181 (III)(A) provides guidance to determine compliance with the second/sixth paragraphs of § 112. It states that “[i]f the corresponding structure, material or acts are described in the specification in specific terms (e.g., an emitter-coupled voltage comparator) and one skilled in the art could identify the structure, material or acts from that description, then the requirements of 35 U.S.C. § 112, second and sixth paragraphs and are satisfied.” Appellants have clearly identified structure and acts in the specific terms described in § 2181. As one example, the “means for associating a vehicle telematics device with a vehicle telematics subscription service” can be found on page 12 of Appellants’ application. It states:

the association process begins with the programming of an enrollment event trigger 251 in the MVCU 200 at the time of manufacture of the MVCU. The enrollment trigger 251 provides a means of initiating an enrollment event.<sup>2</sup>  
(Emphasis added)

The mobile vehicle communication unit (MVCU) 200 refers to a device that includes a cellular radio 210 and data storage 250, to name a few elements shown in Fig. 2. Like the voltage comparator example given in the MPEP, each of the MVCU 200, the cellular radio 210, and the data storage 250 are identifiable as structure and described in specific terms in Appellants’

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<sup>1</sup> Final Office Action, November 6, 2009, page 11, lines 18-20.

<sup>2</sup> Appellants’ application, page 12, lines 13-16.

specification. The specification also states that an enrollment trigger 251 is stored onto data storage device 250 and that the enrollment trigger 251 can be a detectable trigger parameter, such as a specific date, a specific odometer reading, or a specific count of ignition cycles.<sup>3</sup> Therefore, contrary to the Examiner's argument that "there is no indication as to what [the] means is" Appellants' specification clearly provides identifiable examples of the claimed means, such as the MVCU 200 and enrollment trigger 251.

Furthermore, one of ordinary skill would understand how to implement a trigger, such as a specific date, odometer reading, or a count of ignition cycles, given the identified hardware and accompanying description. In that sense, Appellants do not merely reference a general purpose computer, but rather point to specific known techniques, like triggers used with telematics units, to carry out the claimed functions. And one skilled in the art would be aware of available programming used to implement those techniques. The same is true for Appellants' claimed means for maintaining subscription service data at the vehicle telematics device and means for deactivating the vehicle telematics device at the vehicle at the expiration of the subscription service. Appellants' specification includes one or more examples of a means for maintaining service subscription service data. It states that:

After successful enrollment and activation of a vehicle in a vehicle telematics subscription service, accurate customer, carrier and MVCU 200 configuration data must be maintained at the MVCU 200 (Block 320). In one embodiment, when the MVCU 200 determines a maintenance event based on the occurrence of a maintenance trigger, an inbound communication is initiated from the vehicle telematics device to the service provider. The service provider then provides a maintenance data communication to the MVCU 200 having updated maintenance event trigger parameters...[which] includes telematics device configuration and subscription service data...to be stored to a file or files, such as stored data 256.<sup>4</sup>

The specification also includes one or more examples of means for deactivating the vehicle telematics device at the vehicle at the expiration of the subscription service. It states that "[t]he vehicle telematics device is deactivated at the vehicle at the expiration of the subscription service based on the subscription service data (Block 330)."<sup>5</sup> It goes on to say that the MVCU 200 initiates "an inbound communication to the service provider to confirm surrender of the

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<sup>3</sup> Appellants' application, page 10, lines 25-29.

<sup>4</sup> Appellants' application, page 14, lines 9-25.

<sup>5</sup> Appellants' application, page 15, lines 19-21.

associated telephone number and VCU ID 212 of the MVCU 200.”<sup>6</sup> In yet another embodiment, the MVCU 200 deactivates the cellular radio 210 at the expiration date of the subscription service.”<sup>7</sup> The MVCU 200, cellular radio 210, VCU ID 212, and stored data 256 are concrete examples of sufficient structure to carry out Appellants’ steps. In view of the above examples, Appellants respectfully request reconsideration and withdrawal of the § 112 rejection.

## 2. Rejection of Claims 1-19

The Examiner fails to show that Vieweg and Messina together disclose or otherwise render obvious any of the following: (1) deactivating the vehicle telematics device; (2) deactivating by placing a communication from the vehicle telematics device; or (3) deactivating by surrendering at least one previously assigned identification number. Each of these will be discussed below.

Vieweg is directed to a method for inserting a service key in a terminal. Vieweg discloses the retrieval of encrypted service data transmitted to a terminal from a service center via a communication channel. For instance, a terminal contains a decoding key that is placed in the terminal during manufacture. A service center encodes a service key with a coding key and transmits the service key to the terminal. The terminal can then decode the service key with the decoding key and use the service key to decode encrypted data transmitted by the service center.

Vieweg indicates that the service keys can be used to control subscription services. In the background section, Vieweg states that it may be desirable for the service keys to be registered only for a period of time so that they expire in the terminal. Then, Vieweg states in the summary section that his method allows for the insertion of new service keys when a subscription period has expired for a particular service. Other than these two single sentence excerpts, Vieweg appears to be entirely silent on the issue of his service key expiration.

The portion of Messina relied upon by the Examiner in the rejection is directed to one-way broadcasting<sup>8</sup>, alternatively described as satellite digital audio radio system (SDARS), such

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<sup>6</sup> Appellants’ application, page 15, lines 25-26.

<sup>7</sup> Appellants’ application, page 15, lines 27-28.

<sup>8</sup> At section 10 on page 12 of the Final Office Action, the Examiner faults the Appellants’ description of Messina as being directed to the prior art disclosed by Messina rather than the Messina invention. To clarify, the Messina invention is directed to providing a listener with the ability to communicate back to a central system concerning



as the system provided by Sirius Satellite Radio of New York, N.Y. In particular, Messina is directed to the lack of interaction between a customer and the satellite-air interface of the system through a back channel, which forces the customer to gain access to the system outside of the vehicle. Messina discloses a one-way broadcasting system 100 having two or more satellites positioned in orbit about the earth so that their antennae can receive and send communication signals 102 and 104. The two or more satellites form part of the satellite-air interface 106, which is connected to a ground station 108. The ground station 108 is connected to a number of information sources, such as blocks 110, 112 (labeled General Information), blocks 114, 116 (labeled Internet), block 118 (labeled Services), and block 120 (labeled Web Access). Using the above system 100, the customer would need to renew, initiate, and/or cancel his or her radio satellite service by gaining access to the system 100 via an intranet site 114, and internet site 116, a website 120, or by contacting the services department 118 via telephone.<sup>9</sup>

Claim 1 involves a method for managing a vehicle telematics device subscription service cycle at a vehicle telematics device. The method includes associating a vehicle telematics device with a vehicle telematics subscription service, maintaining subscription service data at the vehicle telematics device, and deactivating the vehicle telematics device at the vehicle at the expiration of the subscription service based on the subscription service data. The deactivating step comprises placing a communication from the vehicle telematics device and surrendering at least one identification number previously assigned to the vehicle telematics device. While the following arguments are described in relation to claim 1, and independent claims 10 and 18 contain different limitations than claim 1, the arguments are equally valid when applied to those independent claims.

As noted in the last response, Vieweg fails to teach or disclose Appellants' step of deactivating the vehicle telematics device at the vehicle at the expiration of the subscription service based on the subscription service data. To help clarify the distinctions between the claimed subject matter and Vieweg, claim 1 specifies that, in deactivating the telematics device, the method includes placing a communication from the vehicle telematics device and

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audio received via a satellite radio system and in this sense provides two-way communication. However, the portion of Messina cited by the Examiner in support of the rejection of claims 1-9 and 10-19 is to paragraph [0005] concerning the prior art disclosed by Messina, not to the Messina invention, which is why it is being described and discussed. Nonetheless, Appellants further below discuss the deficiencies of the Messina disclosure *in toto*.

<sup>9</sup> Messina, U.S. Patent Application Publication No. 2002/0065037, paragraph 6.

surrendering at least one identification number previously assigned to the vehicle telematics device. As discussed in the application, this communication can be, for example, a call to the service provider (e.g., call center), and this can be done to confirm deactivation and to disassociate the vehicle telematics device from the vehicle telematics device subscription service. The communication can instead (or additionally) be a connection to the wireless carrier service, in which case the telephone number assigned to the telematics device can be recycled and used for new customers (e.g., for activating another wireless phone or telematics device on the wireless network). Or it could be a telematics unit ID or some other identifier that is surrendered. Deactivation via other communications from the telematics device can possibly be used as well.

*Vieweg/Messina do not Disclose or Suggest Deactivating a Vehicle Telematics Device*

Appellants respectfully submit that expiration of a service due to expiration of the service key is not the same as deactivating a telematics device. Vieweg is preventing access to a service that may be implemented via a telematics device, but it nowhere teaches deactivation of the device itself. Expiration of a service key would amount to deactivating the telematics device only if that device was disabled from being used for any other telematics service, and even then might still not be an effective deactivation because, in cellular systems, for example, the telematics device would still be active with the cellular system, and thus still using resources and having the disadvantages noted by Appellants at the end of page 2 of Appellants' application. In this regard, Appellants note that Vieweg expressly discloses not only that its method can be used in conjunction with a plurality of services (not just one), but also that it can operate in conjunction with a plurality of service providers (see 3 and 4 in his Fig. 2), and Vieweg expressly states at col. 2, lines 46-49, that the terminal can receive keys from a plurality of service centers. Thus, expiration of any one particular key does not necessarily mean that the terminal is deactivated; to the contrary, it would appear that the terminal is specifically not deactivated since it can continue to be used to provide other services or even to receive a new (replacement) service key for the one that expired.

Furthermore, one of ordinary skill in the art will not understand the phrase "deactivating [a] vehicle telematics device" to mean expiration of service subscription keys by a content service provider, or cancellation of such a service, as are disclosed in the cited references.

Rather, the concept of deactivating a cellular or other telematics device is understood by those of ordinary skill in the art to mean exactly what Appellants intend it to mean - that the device is disabled from use for telematics communication by or for the customer until the device is re-activated, if ever. For cellular systems, for example, this involves de-registering the device from the system which helps conserve energy and carrier system resources.

Messina does not make up for this deficiency of Vieweg. The Examiner points to language from Messina that indicates that a customer can use various information sources disclosed therein in combination with a ground station and satellite-air interface to cancel their subscriptions. However, canceling a subscription does not equate to, nor necessarily involve, deactivating a telematics unit. Rather, like the expiration of the service keys disclosed by Vieweg, it merely prevents access to a service, in this case satellite radio service. For instance, Messina teaches a telematics unit 210 to be a radio or something that can provide classic audio functionality.<sup>10</sup> In this sense, the cancellation taught by Messina does not deactivate the radio in the vehicle—it deactivates a customer’s access to the satellite radio service. In particular, the telematics device 210 “provide[s] both classical audio functionality (radio controls, volume control, channel choice, presets) and new telematics-enabled functions.”<sup>11</sup> After the customer cancels the satellite radio service subscription, the audio functionality of the telematics unit (e.g. the vehicle radio) continues to operate. The Examiner points to definitions in the Merriam Webster to argue that the terms “deactivate” and “cancel” are equivalent terms.<sup>12</sup> However, the relevant focus should not be on general dictionary definitions, but on how one of ordinary skill in the art would interpret these terms. And as discussed above, those skilled in the art would not equate “deactivating [a] vehicle telematics device” with canceling a satellite radio subscription. Furthermore, even if one were to equate “deactivating” and “canceling,” this argument fails to bridge the distinction between cancelling the satellite radio service subscriptions and deactivating telematics units. Put differently, even if the terms “deactivate” and “cancel” were interpreted to have the same meaning, that still would not establish that the act of deactivating a telematics unit is the equivalent of cancelling a satellite radio subscription. As a result, the subscription service cancellation taught by Messina does not teach or suggest deactivating the radio or telematics unit of the vehicle.

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<sup>10</sup> Messina, paragraph 28.

<sup>11</sup> Messina, paragraph 28.

<sup>12</sup> Final Office Action, page 14, lines 4-12.

Furthermore, it appears that the Examiner has misinterpreted Appellants' claim 1. For example, the Examiner states that “the features upon which applicant relies (i.e., “deactivation of the device itself”) are not recited in the rejected claim(s)”<sup>13</sup>[sic] This is simply untrue. Claim 1 explicitly recites, *inter alia*, “deactivating the telematics device” and Appellants’ specification fully supports this step. For instance, on page 15, line 19, Appellants support the recited claim limitation by stating that the “vehicle telematics device is deactivated at the vehicle.” It appears that the Examiner may have misinterpreted the step of deactivating to be limited to only carrying out the two steps Appellants added by amendment on July 28, 2008. In particular, the Examiner states that “[d]eactivating is not drawn to the disabling of the device, but rather to the two steps listed above”<sup>14</sup> which he lists as placing a communication from the vehicle telematics device and surrendering at least one identification number previously assigned to the vehicle telematics device. Or in other words, the Examiner appears to interpret Appellants’ step of deactivating as consisting of only the steps he enumerates on page 13 of the Final Office Action. However, this interpretation is counter to both standard claim interpretation and the teachings of Appellants specification. For instance, Appellants claim 1 explicitly recites “...wherein the deactivating step comprises...” those steps the Examiner enumerates on page 13. The term “comprises” is used to specify that “deactivating the vehicle telematics device” includes the two following steps, but not that the deactivating step does not involve anything else beyond those steps. Appellants used the open ended term "comprises" and, as such, the Examiner should not misinterpret the deactivating step as being limited to only those two following steps. In this regard, it is noted that those steps were added, not because they totally encompass all steps involved in deactivating a telematics unit, but because, within the desired scope of the invention defined by that claim, they are two parts of the claimed process that help distinguish it from the applied prior art. Thus, as properly interpreted, claim 1 specifies that the telematics device is deactivated and, as understood by those of ordinary skill in the art, this means that use of the device by the customer for telematics communication has been disabled and that, as a part of doing so, a communication is placed from the vehicle telematics unit and at least one identification number previously assigned to the vehicle is surrendered.

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<sup>13</sup> Final Office Action, page 12, lines 19-20.

<sup>14</sup> Final Office Action, page 13, lines 3-5.

*Vieweg/Messina do not Disclose or Suggest Deactivating by Placing a Communication From the Vehicle Telematics Device*

Claim 1 specifies that the deactivation step of that claim is carried out by placing a communication from the vehicle telematics device. This is not disclosed by Vieweg, nor is there any disclosure in that reference that would suggest this limitation. Rather, to the extent that Vieweg's expiration of a service key could be considered deactivation of a service, it does not involve placing any communication from the vehicle. Instead, Vieweg teaches placing a communication for the complete opposite reason; namely, to re-activate; that is, to obtain a new service key that replaces an expired one. And this communication originates from the service center—not the vehicle. Vieweg nowhere teaches or suggests placing any communication for the purpose of deactivating service, much less for deactivating a telematics device, as claimed.

In conjunction with this limitation, the Examiner points to col. 1, line 48, to col. 2, line 22 of Vieweg for the proposition that communications can be sent from the telematics device to the service center; but this has nothing to do with deactivation. Rather, Vieweg is merely stating that service data and requests can be encrypted and sent from the terminal to the service center once the keys are set up at each end.

In addition, the Office Action fails to adequately explain how the interface taught by Messina would be combined with Vieweg to render obvious Appellants' step of deactivating the vehicle telematics device by placing a communication from a vehicle telematics device. To the contrary, the satellite subscription cancellation identified by the Office Action does not originate from a telematics device, but is sent by the customer from one of the information sources of Fig. 1. Thus, not only does Messina not disclose deactivating anything by placing a communication from a vehicle telematics device, but it does not even teach canceling the satellite subscription by communicating from a vehicle telematics device. In fact, Appellants can only find brief mention of satellite subscription cancellation in Messina; this mention appears to be found in paragraphs 5 and 6. The Office Action relies on paragraph 5 of Messina and argues that:

Messina, which talks about a telematics application for implementation in conjunction with a satellite broadcast delivery system, **discloses the interface or device being used to send a request for deactivation** (Page 1, paragraph [0005]; teaches that the interface along with the information sources and ground station

allow the customer to perform various tasks such as initiate and/or cancel their subscription.<sup>15</sup> (Emphasis added)

However, Messina discloses these interfaces as Internet web access or telephone access and the Office Action fails to adequately establish how the satellite radio subscription cancellation request taught by Messina can be implemented at a vehicle. Paragraph [0006] describes the interface in more detail, stating that "the customer would need to...cancel his or her radio satellite service by gaining access to the system 100 via an intranet site 114, and Internet site 116, a web site 120, or via contacting a services department 118 via telephone" all of which are taught as connected to the ground station 108.<sup>16</sup> Paragraph [0008] then goes on to state that the described system "forces the customer to gain access to the system 100 outside the vehicle." Thus, the cited disclosure from Messina concerning subscription cancellation does not teach or suggest placing a communication from a telematics device as a part of the process of canceling a subscription service, much less completely deactivating the device itself.

*Vieweg/Messina do not Disclose or Suggest Deactivating by Surrendering at least one Previously Assigned Identification Number*

This feature of claim 1 is not disclosed or suggested by Vieweg. Rather, Vieweg merely discloses by brief mention in the summary section that new keys can be provided when a subscription period has expired, but it nowhere discloses or suggests surrendering a previously assigned identification number as a part of deactivating a device. As noted in Appellants' specification, this claimed deactivation process and associated surrendering of a cellular or other identification number can be used in some embodiments to allow inactive devices to be removed from the wireless carrier system, and can also be used to allow re-use of the surrendered number.<sup>17</sup> The terminal identity number discussed in Vieweg is not one that is surrendered upon expiration of a service key; rather, it is the same or similar to a serial number such as an ESN that is permanently associated with the terminal device. See, col. 3, lines 35-38, where Vieweg states that the terminal identity number is provided permanently in the terminal. Moreover, Vieweg does not disclose anything else that would constitute an identification number that is surrendered as a part of deactivating a telematics device. The decoding key is not an

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<sup>15</sup> Final Office Action, page 5, lines 6-10.

<sup>16</sup> Messina, paragraph 6.

<sup>17</sup> Appellants' application, page

identification number, it is a manufacturer-installed key that is presumably permanently stored in the terminal.

The Examiner asserts that expiration of service keys constitutes surrendering of at least one identification number. This is incorrect. First, "surrendering" implies that the identification number is relinquished for re-use. There is no basis for determining that Vieweg teaches relinquishing the keys for re-use. To the contrary, given that the keys are used for security, it would seem antithetical to re-use them since it could create a greater risk of security breach, just like re-using passwords is not advisable. Second, the service keys used by Vieweg are in no way an "identification number" (which Appellants have disclosed as including such things as a telephone number or telematics unit ID number). The Examiner incorrectly argues that "these keys are tied to a subscription [and that] the keys identify the subscription."<sup>18</sup> Vieweg does not support this statement. Vieweg's keys are disclosed as being used for purposes of encryption, nothing more. Vieweg teaches associating a service key with a service—not a particular subscriber. In particular, Vieweg states that "[d]edicated service keys can be provided for each of the different services from a service center."<sup>19</sup> As a result, many subscribers could use the same service key—in which case the service key would not include an identification number.

Accordingly, Appellants respectfully submit that claim 1 patentably defines over Vieweg in combination with Messina. Claims 2-9 and 19 each ultimately depend from claim 1 and should be allowed therewith. Furthermore, independent claims 10 and 18, while directed to different statutory subject matter, include limitations consistent with those discussed above, and thus should be allowed on the same basis. Claims 11-17 each ultimately depends from claim 10 and should be allowed therewith.

### 3. Rejection of Claim 20

#### *Ikeda Fails to Make Up for the Deficiencies of Vieweg and Messina*

Claim 20 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Vieweg, in view of Messina, and further in view of Ikeda (U.S. Patent Application Publication No.

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<sup>18</sup> Final Office Action, page 16, lines 16-17.

<sup>19</sup> Vieweg et al., U.S. Patent No. 6,611,194, col. 4, lines 39-40.

2002/0174360). Ikeda involves cars enabled to connect to the Internet.<sup>20</sup> In that regard, the car can access websites located on the Internet to purchase products. But after the purchase, the product manufacturer cannot transmit data related to product after-care services directly to car navigation systems, but is limited to mail, regular or electronic, as a means of contacting the purchaser.<sup>21</sup> Ikeda teaches a service providing system that includes a service server capable of directly providing services to electronic appliances having a unique device ID.<sup>22</sup> The Final Office Action appears to cite Ikeda only for its disclosure of a navigation ID that can be a telephone number.<sup>23</sup> But the Office Action fails to identify any support in Ikeda that involves deactivating a vehicle telematics device or would make up for the deficiencies of Vieweg and Messina discussed above. On the contrary, Ikeda appears to be directed to increasing the functionality of the electronic appliances by providing a service provider more access and does not provide a reason that would suggest deactivating a telematics device.

### Conclusion

In view of the foregoing, the Appellants request that the rejections of all claims be overturned and the claims be held allowable.

The Commissioner is authorized to charge any fees, or refund any overpayments, associated with this Appeal Brief to Deposit Account No. 07-0960.

Respectfully submitted,

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<sup>20</sup> Ikeda, U.S. Patent Application Publication No. 2002/0174360, paragraph 3.

<sup>21</sup> Ikeda, paragraphs 5 and 7.

<sup>22</sup> Ikeda, paragraph 9.

<sup>23</sup> Ikeda, paragraph 135; Final Office Action, page 10, lines 20-21.



**(viii) Claims Appendix**

1. A method for managing a vehicle telematics device subscription service cycle at a vehicle telematics device comprising:
  - associating a vehicle telematics device with a vehicle telematics subscription service;
  - maintaining subscription service data at the vehicle telematics device; and
  - deactivating the vehicle telematics device at the vehicle at the expiration of the subscription service based on the subscription service data, wherein the deactivating step comprises placing a communication from the vehicle telematics device and surrendering at least one identification number previously assigned to the vehicle telematics device.
2. The method of claim 1 wherein associating a vehicle telematics device with a subscription service comprises:
  - configuring an enrollment event trigger parameter in the vehicle telematics device.
3. The method of claim 2 wherein the enrollment event trigger is selected from the group consisting of number of ignition cycles, expired months, specific date and miles traveled.
4. The method of claim 2 further comprising:
  - determining an enrollment event based on the enrollment event trigger parameter;
  - initiating an inbound communication from the vehicle telematics device responsive to a determination of an enrollment event;
  - receiving a configuration data communication; and
  - configuring an activation event trigger parameter and a maintenance event trigger parameter based on the received configuration data.
5. The method of claim 4 wherein the configuration data communication includes telematics device subscription service data selected from the group consisting of: customer calling plan data, telematics device service provider data, telematics device authentication data and maintenance event data.
6. The method of claim 4 further comprising:

activating the vehicle telematics device for operation with the subscription service.

7. The method of claim 6 wherein activating the vehicle telematics device comprises:  
determining an activation event based on the activation event trigger parameter;  
initiating an inbound communication responsive to a determination of an activation event; and  
registering an authentication key.
8. The method of claim 4 wherein maintaining subscription service data at the vehicle telematics unit comprises:  
determining a maintenance event based on the maintenance event trigger parameter;  
initiating an inbound communication responsive to a determination of a maintenance event;  
receiving a maintenance data communication having an updated maintenance event trigger parameter; and  
configuring an updated maintenance event trigger parameter at the vehicle telematics device.
9. The method of claim 1 wherein deactivating the vehicle telematics device also comprises disassociating the vehicle telematics device from the vehicle telematics device subscription service.
10. A computer readable medium storing a computer program comprising:  
computer readable code for associating a vehicle telematics device with a vehicle telematics device subscription service;  
computer readable code for maintaining subscription service data at the vehicle telematics device; and  
computer readable code for deactivating the vehicle telematics device at the vehicle at the expiration of the subscription service based on the subscription service data, wherein the computer readable code carries out the deactivation by placing a communication from the vehicle telematics device and surrendering at least one identification number previously assigned to the vehicle telematics device.

11. The computer readable medium of claim 10 wherein computer readable code for associating a vehicle telematics device with a subscription service comprises:

computer readable code for configuring an enrollment event trigger parameter in the vehicle telematics device.

12. The computer readable medium of claim 11 further comprising:

computer readable code for determining an enrollment event based on the enrollment event trigger parameter;

computer readable code for initiating an inbound communication from the vehicle telematics device responsive to a determination of an enrollment event; and

computer readable code for configuring an activation event trigger parameter and a maintenance event trigger parameter based on a received configuration data communication.

13. The computer readable medium of claim 12 wherein the received configuration data includes vehicle telematics device subscription service data selected from the group consisting of: customer calling plan data, vehicle telematics device service provider data, vehicle telematics device authentication data and vehicle telematics device maintenance event data.

14. The computer readable medium of claim of claim 12 further comprising:

computer readable code for activating the vehicle telematics device for operation with the vehicle telematics device subscription service.

15. The computer readable medium of claim 14 wherein computer readable code for activating the vehicle telematics device comprises:

computer readable code for determining an activation event based on the activation event trigger parameter; and

computer readable code for initiating an inbound communication responsive to a determination of an activation event to register an authentication key.

16. The computer readable medium of claim 12 wherein computer readable code for maintaining subscription service data at the vehicle telematics device comprises:

computer readable code for determining a maintenance event based on the maintenance event trigger parameter;

computer readable code for initiating an inbound communication responsive to a determination of a maintenance event; and

computer readable code for configuring an updated maintenance event trigger parameter at the vehicle telematics device based on a received maintenance data communication.

17. The computer readable medium of claim 10 wherein computer readable code for deactivating the vehicle telematics device comprises computer readable code for disassociating the vehicle telematics device from the vehicle telematics device subscription service.

18. A system for managing a vehicle telematics device subscription service cycle at a vehicle telematics device comprising:

means for associating a vehicle telematics device with a vehicle telematics subscription service;

means for maintaining subscription service data at the vehicle telematics device; and

means for deactivating the vehicle telematics device at the vehicle at the expiration of the subscription service based on the subscription service data, wherein the means for deactivating includes means for placing a communication from the vehicle telematics device and surrendering at least one identification number previously assigned to the vehicle telematics device.

19. The method of claim 1, wherein the identification number comprises an ID assigned to the telematics unit during a previous activation of the telematics unit.

20. The method of claim 1, wherein the identification number comprises a cellular telephone number.

**(ix) Evidence Appendix**

None.

**(x) Related Proceedings Appendix**

None.